MICROSOFT® BING™ MAPS IMAGERTY SERVICE
EDITOR APPLICATION API's TERMS OF USE

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THANK YOU FOR CHOOSING MICROSOFT!

1. What does this Contract cover? This is a contract between you and Microsoft Corporation ("Microsoft"). Sometimes Microsoft is referred to as "we," "us" or "our". This contract applies to the following Microsoft Bing Maps Imagery Services API's (the "service"): **Bing Maps AJAX Control, Bing Maps Silverlight Control, Bing Maps SOAP Services, and Bing Maps REST Services**. If you have separately entered into a written MapPoint and/or Bing Maps agreement with Microsoft ("MWS/BM agreement"), formerly known as MapPoint and/or Virtual Earth agreement with Microsoft ("MWS/VE agreement"), to the extent of any conflict between the MWS/BM and/or the MWS/VE agreement and these terms, the terms of your MWS/BM or MWS/VE agreement prevail.

Please note that we do not provide warranties for the service. The contract also limits our liability. These terms are in Sections 12 and 13 and we ask you to read them carefully.

If you have any questions or would like to find out more about a Bing Maps Agreement, please contact maplic@microsoft.com for information.

2. What rights do I have? The rights that you have under this agreement are limited solely to aerial imagery use in a non-commercial online editor application of OpenStreetMap maps (an "Application"). We require you use access credentials to use the service, and require use of transaction tracking and/or session tracking methods for all uses of the service, as described in the applicable SDKs.

Right to use: Subject to your compliance with this agreement, you may develop or host an Application that is designed to access and use the service to display results for non-commercial use using only methods and means of access that are documented in the SDKs described at the end of this agreement ("SDKs"). Your Application and content in your Application must be available publicly without restriction (for example, login or password must not be required or such login or password must be available without cost). Any updates you make to the OpenStreetMap map via the Application (even if not published to third parties) must be contributed back to openstreetmaps.org. See information on sessions or transactions using keys for the Bing Maps AJAX Control or Bing Maps REST Services; or Bing Spatial Data Services.

Restrictions on your use: We do have some restrictions on your use of the service. You may not:

- copy, store, archive, or create a database of the content;
- use the service for business asset tracking, fleet management, or dispatch;
- present or alert an end user to individual maneuvers of a route in any way that is synchronized with the end-user's sensor-based position along the route, (e.g. "real-time" navigation);
- change, obscure or remove any search box or any portion of the results, including, without limitation, any logo, trademark, copyright or other notice of Microsoft or its suppliers, digital watermarks, or any advertisement; and if the required logos and copyright notices are not included in the service generated content, you shall add the logos and copyright notices provided by Microsoft to the service generated content as described in the SDKs;
- integrate or combine the Bing Maps Platform or any of its content with any other mapping platform;
- perform geocoding transactions or download points of interest; and
- use Bird's Eye, Street Side, or Photosynth imagery.

Restrictions on use of Traffic Data: You may not use road traffic data.

Content Attribution Restrictions outside of the United States: To the extent applicable local law prohibits you from attributing content sources by displaying their logos with the service, you must prominently display the source of the Microsoft Bing Maps Platform data as a text string with the service at all times. Please refer to the image below as an example of an acceptable way to attribute source data with a text string:
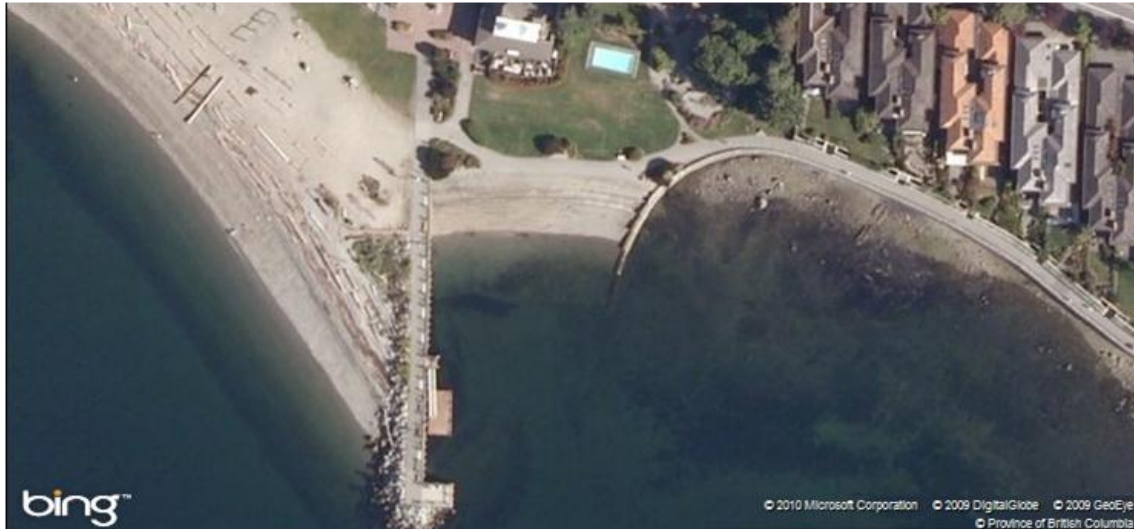
If your use is outside of the requirements herein please contact maplic@microsoft.com.

Mobile Application Development: to use Bing Maps for mobile applications, please refer to the Bing Maps Mobile Terms of Use.

3. Code of Conduct:
(i) What can I do? In using the service and developing Applications, you must:

- obey the law;
- obey any codes of conduct or other notices we provide;
- obey the Microsoft Anti-spam Policy, which is available at http://privacy.msn.com/anti-spam
- keep any service account password secret; and
- promptly notify us if you learn of a security breach related to the service.

(ii) What can't I do? In developing Applications, and in using the service, you may not:

- upload to the service, or use the service to display or perform in your Application, any content:
    - for which you do not have all necessary permissions from the copyright holder or holders;
    - which includes nudity or is obscene, indecent or pornographic;
    - which is intended to exploit minors in any way;
    - which incites, advocates, or expresses hatred, bigotry, racism, or gratuitous violence; or
    - which is intended to threaten, stalk, defame, defraud, degrade, victimize, or intimidate an individual or group of individuals for any reason, including on the basis of age, gender, disability, ethnicity, sexual orientation, race, or religion, or to incite or encourage anyone else to do so;

- use the service in a way that unlawfully harms us or our affiliates or suppliers (collectively, the "Microsoft parties");
- encourage or require any end user to breach the terms of the Bing Maps TOU or the Microsoft Service Agreement for Windows Live services, (available at http://tou.live.com);
- encourage or require any end user to provide to you, or any party other than Microsoft, a password to a Windows Live ID or Passport account;
- transmit, sell, license or deliver any infringing, defamatory, offensive, or illegal products, services or materials;
- violate local, state, federal or other applicable consumer privacy regulations;
- use any portion of the service, or any web site that displays or performs content from the service, as a destination linked from any unsolicited bulk messages or unsolicited commercial messages ("spam");
- violate any applicable law or violate the rights of any third party (including, without limitation, rights of privacy or proprietary rights);
- violate any applicable U.S. Export Administration Regulations or end-user, end-use and destination restrictions issued by U.S. and other governments. The service is subject to U.S. export jurisdiction.
- use any unauthorized means to modify or reroute, or attempt to modify or reroute, the service;
- damage, disable, overburden, or impair the service (or the network(s) connected to the service) or interfere with anyone's use and enjoyment of the service;
- sell, lease or sublicense access to the service;
- attempt to make a local non-cache copy, or help a third party attempt to make a local non-cache copy, of any content provided through the service;
- falsify or alter any unique referral identifier in, or assigned to, an Application, or otherwise obscure or alter the source of queries coming from an Application;
- use any automated process or service to access and/or use the service (such as a BOT, a spider, periodic caching of information stored by Microsoft, or "meta-searching").

Microsoft reserves the right, in its sole discretion, to determine whether your use of the service is in accordance with the terms of this agreement.

4. Limitations and Conditions of the Service. We may use technology or other means to protect the service, protect our customers, or stop you from breaching this contract. These means may include, for example, filtering to stop spam or increase security. These means may hinder or break your use of the service.

Microsoft may, in its sole discretion, limit the: (i) rate at which the service, or any subset of it, may be called, (ii) the amount of storage made available to each service account, or (iii) the length of individual content segments that may be uploaded to, or served from, the service (all of the foregoing being forms of "Throttling"). Microsoft may perform this Throttling globally across the entire service, per end user, or on any other basis. You will not take steps to circumvent any technical measures we may put in place to enforce Throttling.

We reserve the right to include a search box or advertising in the content served through the service. You will not intentionally omit or obscure such advertising, search box or search results including advertising when displaying such content to end users.

5. Your Content. Except for material that we may license to you, we do not claim ownership of the content you post or otherwise provide to us, that is hosted by Microsoft or a third party hosting provider on Microsoft's behalf, related to the service (called a "submission"). However, by posting or otherwise providing your submission (and for the avoidance of doubt, where Microsoft hosts content on your behalf including by a third party hosting provider this constitutes a "submission", but where you host or a third party hosts content on your behalf, other than Microsoft or a third party hosting provider on behalf of Microsoft, this does not constitute a "submission") , you are granting to Microsoft

free permission to use, copy, distribute, display, publish, transcode and otherwise modify your submission, each in connection with the service, and sublicense these rights to others in order to provide the service.

We will not pay you for your submission. We may refuse to publish, and may remove your submission from the service at any time. You understand that providing a submission to us that violates others' copyrights and other Intellectual Property rights violates this agreement. For every submission you make, you must have all rights necessary for you to grant the permissions in this section.

6. End User Terms. The Terms of Use located at http://go.microsoft.com/?linkid=9710837 (the "Bing Maps TOU") or such other locations as Microsoft may specify from time to time apply to end users of your Application. You must provide a hypertext link at the bottom of each page in your Application where the service can be viewed or accessed, or within the terms of use of your Application, to the Bing Maps TOU.

7. Privacy. All access to and use of the service is subject to the data practices set forth in the Microsoft Privacy Statement available at http://privacy.microsoft.com. You are responsible for providing end users with adequate notice of the privacy practices applicable to your Application.

8. How We May Change the Contract. If we change this contract, then we will provide notice as provided in Section 19 below. If you do not agree to these changes, then you must stop using the service. If you do not stop using the service, then your use of the service will continue under the changed contract.

We may choose in the future to charge for all use of the service, or change the requirements for use free of charge. If we choose to change the fee requirements for the service, Microsoft will provide notice of such terms as provided in Section 19 below, and you may elect to stop using the service rather than incurring fees.

9. Your Responsibility. You will indemnify and hold the Microsoft parties harmless from and against any and all loss, liability, and expense (including reasonable attorneys' fees) suffered or incurred by reason of any claims, proceedings or suits based on or arising out of any breach by you of any obligation or warranty under this agreement. You will be solely responsible for defending any claim, subject to Microsoft's right to participate with counsel it selects, and you will not agree to any settlement that imposes any obligation or liability on the Microsoft parties without Microsoft's prior written consent.

10. Reservation of Rights. Microsoft and its suppliers retain all right, title and interest in and to the service, the SDKs and all intellectual property rights therein. This agreement does not grant you any rights in any Microsoft logo, trademark or service mark, and you will not use any logo, trademark or service mark of Microsoft for any purpose without the prior written approval of Microsoft. You will not claim or imply any sponsorship or endorsement of your Application by Microsoft.

11. Term. This agreement will become effective on your first use of the service or APIs. This agreement may be terminated immediately for any reason and without notice by Microsoft. If this agreement terminates, all rights granted to you by this agreement will automatically terminate and you will cease to have any rights to use the service or APIs.

12. WE MAKE NO WARRANTY. We provide the service "as-is," "with all faults" and "as available." We do not guarantee the accuracy or timeliness of information available from the service. The Microsoft parties give no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws that this contract cannot change. We exclude any implied warranties including those of merchantability, fitness for a particular purpose, workmanlike effort and non-infringement.

13. LIABILITY LIMITATION. You can recover from the Microsoft parties only direct damages up to an amount equal to fees you have paid to us for the service for one month. You cannot

recover any other damages, including consequential, lost profits, special, indirect, incidental or punitive damages.

This limitation applies to anything related to:

- the service,
- content (including code) on third party Internet sites, third party programs or third party conduct,
- viruses or other disabling features that affect your access to or use of the service,
- incompatibility between the service and other services, software and hardware,
- delays or failures you may have in initiating, conducting or completing any transmissions or transactions in connection with the service in an accurate or timely manner, and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort.

It also applies even if:

- this remedy does not fully compensate you for any losses, or fails of its essential purpose; or
- Microsoft knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. They also may not apply to you because your province or country may not allow the exclusion or limitation of incidental, consequential or other damages.

14. Changes to the Service; Cancellation of the Service; Audit. We may change the service or APIs at any time and for any reason. Such changes may include removal of features, or the requirement of fees for previously-free features. Some changes to the service may cause existing Applications to stop working. We may cancel or suspend your use of the service at any time. Our cancellation or suspension may be without cause and/or without notice. Upon service cancellation, your right to use the service or APIs stops right away. Once the service is cancelled or suspended, any data you have stored on the service may not be retrieved later. Microsoft reserves the right to verify your compliance with this contract.

15. Interpreting the Contract. All parts of this contract apply to the maximum extent permitted by law. A court may hold that we cannot enforce a part of this contract as written. If this happens, then you and we will replace that part with terms that most closely match the intent of the part that we cannot enforce. The rest of this contract will not change. This agreement, together with any MWS/BM agreement you have with us, constitutes the entire agreement between you and us regarding your use of the service. It supersedes any prior contract or statements regarding your use of the service. If you have confidentiality obligations related to the service, those obligations remain in force (for example, you may have been a beta tester). The section titles in the contract do not limit the other terms of this contract.

16. Assignment. We may assign this contract, in whole or in part, at any time with or without notice to you. You may not assign this contract, or any part of it, to any other person without our prior written consent, which will not be unreasonably withheld. Any attempt by you to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use the service or any part of the service.

17. No Third Party Beneficiaries. This contract is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors and assigns under this contract.

18. Claim Must Be Filed Within One Year. Any claim related to this contract or the service may not be brought unless brought within one year. The one-year period begins on the date when the claim first could be filed. If it is not filed, then that claim is permanently barred. This applies to you and your successors. It also applies to us and our successors and assigns.

19. Notices; Consent Regarding Electronic Information. This contract is in electronic form. We have promised to send you certain information in connection with the service and have the right to send you certain additional information. There may be other information regarding the service that the law requires us to send you. We may send you this information in electronic form. You have the right to withdraw this consent, but if you do, we may cancel your service. We may provide required information to you:

- by e-mail at the e-mail address you specified when you signed up for your service;

- by posting to a Microsoft web site that will be designated in an e-mail notice sent to you at the time the information is available; or

- by posting on any portion of http://www.microsoft.com/maps/product/terms.html or to another Microsoft web site that will be generally designated in advance for this purpose.

Notices provided to you via e-mail will be deemed given and received on the transmission date of the e-mail. As long as you can access and use the service, you have the necessary software and hardware to receive these notices. If you do not consent to receive any notices electronically, you must stop using the service.

Any notice from you will be sent electronically to: maplic@microsoft.com

20. Choice of Law and Location for Resolving Disputes. Washington state law governs the interpretation of this contract and applies to claims for breach of it, regardless of conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject to the laws of your state of residence in the United States, or if you live outside the United States, the laws of the country to which we direct your service. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in King County, Washington, USA for all disputes arising out of or relating to this contract.

Additional Information on APIs

The APIs documented in the most current version are located at: http://msdn.microsoft.com/en-us/library/dd877180.aspx.